

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON  
AT SEATTLE

AMAZON.COM, INC., a Delaware corporation,

Plaintiff,

v.

ROY ORON, an individual; JEFFREY GILES,  
an individual; DALE BROWN, an individual;  
FIRST IMPRESSION INTERACTIVE, INC.,  
an Illinois corporation; and JOHN DOES 1–10,

Defendants.

No. 2:19-cv-523

COMPLAINT

**I. INTRODUCTION**

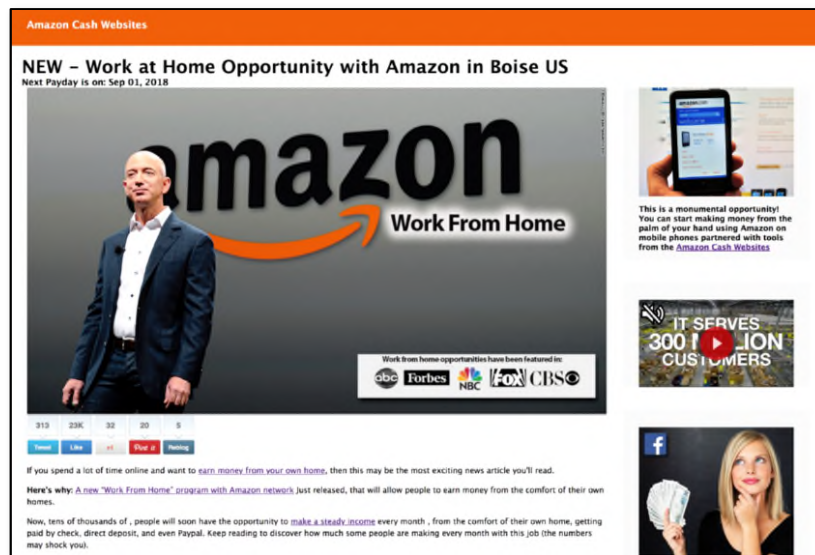
1. Amazon.com, Inc. (“Amazon”) is one of the most well-known and trusted companies in the world. Defendants exploited Amazon’s brand to perpetrate a widespread fraud that falsely advertised “work at home opportunities with Amazon.” Through deceptive telemarketing and fraudulent websites, Defendants used high pressure sales tactics to swindle Amazon jobseekers into purchasing Defendants’ website services. These services had no affiliation with Amazon and did not offer victims a chance to work with Amazon.

2. The scheme started with unsolicited phone calls operated by Defendant First Impression Interactive, Inc. (“First Impression”)—an Illinois marketing company, run by Defendants Jeffery Giles and Dale Brown, that specializes in “lead” generation for websites (i.e., directing users to visit a particular website). Among other techniques, First Impression used prerecorded messages that falsely claimed to be recruiting for work-at-home opportunities

1 with Amazon. To entice victims, First Impression's voicemails used Amazon's brand and  
 2 made a number of false claims, including claiming that the caller was a recruiter, that the  
 3 positions were limited, and that the positions paid an hourly salary, such as \$27.50 per hour.

4 3. The purpose of the voicemail was to direct victims to one of a number of  
 5 domains controlled by First Impression, some of which unlawfully used Amazon's brand, such  
 6 as amazonprofits.org and amazonwealth.org. When victims typed these domains into a  
 7 browser, they were redirected through several domains controlled by an affiliate marketing  
 8 network based in Utah called Cash Network, LLC ("Cash Network"). First Impression was an  
 9 affiliate marketer for Cash Network.

10 4. Defendant Roy Oron ("Oron"), on behalf of himself, his companies, or his  
 11 partners, purchased this traffic from Cash Network in order to sell website services.  
 12 Continuing First Impression's deceit, Oron directed victims to a website that unlawfully and  
 13 exorbitantly used Amazon's trademarks, images of Amazon CEO Jeff Bezos, fake quotes  
 14 attributed to Mr. Bezos, fictitious testimonials and social media postings, and false or  
 15 misleading statements about Defendants' connection to Amazon. Oron oftentimes referred to  
 16 his scheme as the "Amazon Cash Websites." A partial screenshot of Oron's website is below:



5. Defendants' unlawful tactics pressured and deceived victims into purchasing services from Oron that had no connection to Amazon. Victims looking to work with Amazon, instead, received website services that failed entirely to deliver the "work at home opportunity with Amazon" Defendants promised.

6. Amazon has spent considerable resources investigating Defendants' unlawful advertising scheme in order to hold Defendants accountable for their unlawful actions and to prevent additional jobseekers from being victimized.

## II. PARTIES

7. Amazon is a Delaware corporation with its principal place of business in Seattle, Washington. Through its subsidiaries, Amazon owns and operates the Amazon.com website, equivalent international websites, and Amazon Web Services ("AWS").

8. Oron is an individual who, on information and belief, resides in Israel. On information and belief, Oron operates under several business names, including CPA 37, Clickomy, and Click Leaders. On information and belief, Oron owned, operated, and financially benefitted from the unlawful scheme alleged in this Complaint. Oron is directly liable to Amazon for the damages alleged in this Complaint. Alternatively, Oron had the right and ability to supervise, direct, and control the wrongful conduct alleged in this Complaint, and derived a direct financial benefit from that wrongful conduct. As such, Oron is subject to liability for the wrongful conduct alleged herein under principles of secondary liability, including, without limitation, respondeat superior, vicarious liability, and/or contributory infringement.

9. Jeffrey Giles is an individual who resides in Illinois, and owns First Impression. On information and belief, Giles owned, operated, and financially benefitted from the unlawful scheme alleged in this Complaint. Giles is directly liable to Amazon for the damages alleged in this Complaint. Alternatively, Giles had the right and ability to supervise, direct, and control the wrongful conduct alleged in this Complaint, and derived a direct financial benefit from that

wrongful conduct. As such, Giles is subject to liability for the wrongful conduct alleged herein under principles of secondary liability, including, without limitation, respondeat superior, vicarious liability, and/or contributory infringement.

10. Dale Brown is an individual who resides in Illinois, and is an officer of First Impression. On information and belief, Brown operated and financially benefitted from the unlawful scheme alleged in this Complaint. Brown is directly liable to Amazon for the damages alleged in this Complaint. Alternatively, Brown had the right and ability to supervise, direct, and control the wrongful conduct alleged in this Complaint, and derived a direct financial benefit from that wrongful conduct. As such, Brown is subject to liability for the wrongful conduct alleged herein under principles of secondary liability, including, without limitation, respondeat superior, vicarious liability, and/or contributory infringement.

11. First Impression is an Illinois corporation with its principal place of business in Illinois. On information and belief, First Impression is owned by Giles, and Brown serves as one of the company's officers. As alleged in this Complaint, First Impression served as an affiliate marketer for Cash Network, and in that capacity, First Impression sourced and sold marketing "leads" through the unlawful use of Amazon's brand. As such, First Impression is directly liable to Amazon for the damages alleged in this Complaint, or alternatively, is secondarily liable for these damages under principles of vicarious liability and/or contributory infringement.

12. The true identities of John Does 1–10 ("Doe Defendants") are not presently known to Amazon. On information and belief, Doe Defendants are individuals and entities working in active concert to knowingly and willfully run the scheme alleged in this Complaint, including by using Amazon's trademarks and brand to deceive victims.

### III. JURISDICTION AND VENUE

13. The Court has subject matter jurisdiction over Amazon's claims for trademark infringement (15 U.S.C. § 1114), violations of Section 43(a) of the Lanham Act (15 U.S.C. §

1125(a)), trademark dilution (15 U.S.C. § 1125(c)), and cybersquatting (15 U.S.C. § 1125(d)) pursuant to 15 U.S.C. § 1121 and 28 U.S.C. §§ 1331 and 1338(a).

14. The Court has personal jurisdiction over Defendants because they transacted business and committed tortious acts within and directed to this District, and Amazon's claims arise from those activities. On information and belief, Defendants' scheme specifically targets people in this District, Defendants' websites actively solicit interaction from victims in this District, and Defendants made use of services provided by AWS (which is located in this District).

15. Venue is proper in this Court pursuant to 28 U.S.C. § 1391(b) because a substantial part of the events giving rise to the claims occurred in the Western District of Washington.

16. Pursuant to Local Civil Rule 3(d), intra-district assignment to the Seattle Division is proper because the claims arose in this Division, where (a) Amazon resides, (b) the injuries giving rise to suit occurred, and (c) Defendants directed their unlawful conduct.

#### IV. FACTS

##### A. Amazon Is A Trusted Brand

17. Amazon is a highly trusted brand that is inextricably linked with online sales and services.


18. One of many services offered by Amazon is called Amazon Cash.<sup>1</sup> Amazon launched its Amazon Cash service in April 2017 to meet the needs of cash-based customers. Amazon Cash allows customers to make purchases on Amazon.com without a credit card or bank account. Customers simply present a barcode or phone number associated with their Amazon account at participating brick-and-mortar retail locations and pay the desired amount in cash. After payment, an Amazon.com Gift Card is automatically applied to the customer's Amazon.com Gift Card balance and available for use on Amazon.com. Amazon has partnered

<sup>1</sup> As discussed in the following sections, Defendants oftentimes described their services using the "Amazon Cash" name.

with numerous retailers across the country so that Amazon Cash is now supported at thousands of locations nationwide.

19. Amazon exclusively owns numerous U.S. trademark registrations and pending applications. These trademarks are a critical component of consumer's ability to readily identify Amazon products and services.

20. As alleged in this Complaint, the following trademarks and service marks (collectively "Amazon Trademarks") were unlawfully used to further Defendants' scheme:

<u>Mark</u>	<u>Registration No. (International Classes)</u>
AMAZON	2,657,226 (Int. Cl. 42) 2,738,837 (Int. Cl. 38) 2,738,838 (Int. Cl. 39) 2,832,943 (Int. Cl. 35) 2,857,590 (Int. Cl. 9) 3,868,195 (Int. Cl. 45) 4,171,964 (Int. Cl. 9) 4,533,716 (Int. Cl. 2) 4,656,529 (Int. Cl. 18) 4,907,371 (Int. Cls.: 35, 41, and 42) 5,102,687 (Int. Cl. 18) 5,281,455 (Int. Cl. 36)
AMAZON.COM	2,078,496 (Int. Cl. 42) 2,167,345 (Int. Cl. 35) 2,559,936 (Int. Cl. 35, 36, 42) 2,633,281 (Int. Cl. 38) 2,837,138 (Int. Cl. 35) 2,903,561 (Int. Cls: 18 and 28) 3,411,872 (Int. Cl. 36) 4,608,470 (Int. Cl. 45)
	4,171,965 (Int. Cl. 9) 5,038,752 (Int. Cl. 25)



2,684,128 (Int. Cl. 38)  
 2,696,140 (Int. Cl. 42)  
 2,789,101 (Int. Cl. 35)  
 2,884,547 (Int. Cl. 39)  
 2,970,898 (Int. Cl. 41)  
 3,414,814 (Int. Cl. 36)

21. The Amazon Trademarks have been used exclusively and continuously by Amazon, and have never been abandoned. The above U.S. registrations for the Amazon Trademarks are valid, subsisting, in full force and effect, and many are incontestable pursuant to 15 U.S.C. § 1065. The registrations for the Amazon Trademarks constitute prima facie evidence of their validity and of Amazon's exclusive right to use the Amazon Trademarks pursuant to 15 U.S.C. § 1057(b).

**B. Defendants Defrauded Victims By Advertising Phony Work at Home Opportunities with Amazon**

22. As outlined below, Defendants' unlawful advertising scheme had four main stages. Each stage played a critical role in Defendants' unlawful activities, and taken together, abused Amazon's brand to swindle victims who were eager to work for Amazon.

**1. Stage 1: First Impression Conducted a Widespread and Unlawful Telemarketing Operation to Lure Victims**

23. On information and belief, First Impression contracted with Cash Network (an online marketing company) to become an affiliate marketer for Cash Network.

24. On information and belief, as an affiliate marketer for Cash Network, First Impression agreed to generate "leads" to sell to Cash Network. The term "lead" generally means an internet user who can be referred to another website. Here, First Impression specifically agreed to source internet users to sell to Cash Network.

25. To source these users, First Impression operated a systematic and widespread telemarketing operation that relied on prerecorded messages using Amazon's name to mislead potential victims into believing the caller was affiliated with Amazon.

1           26. First Impression placed unsolicited phone calls to victims and left prerecorded  
2 voicemail messages. These voicemails directly marketed a fake employment position with  
3 Amazon. The voicemails also generally provided a job description, pay range, and stated that a  
4 limited number of positions were available. In their voicemails, Defendants oftentimes claimed  
5 to be a recruiter named “Sarah.” All of these representations were intentionally false or  
6 misleading and were made without Amazon’s authorization.

7           27. For example, on October 31, 2018, First Impression placed an unsolicited call to  
8 a victim and left a prerecorded message stating:

9                       Hi. This is Sarah with amazonrecruiter.org. I saw your resume  
10                      online, and I’m calling about an online opportunity working with  
11                      Amazon. You simply list product reviews online in your spare  
12                      time. Hourly pay guarantee is \$17 up to \$32. We need to fill 23  
                      spots this month, so please register today at amazonrecruiter.org.  
                      That’s amazonrecruiter-dot-o-r-g. Thank you.

13           28. Among other falsities, Defendants did not review resumes online, did not  
14 actually have a position that offered hourly pay (let alone “guarantee[d]” hourly pay) and did  
15 not have any monthly spots to fill. Further, Defendants use of the phrase “working with  
16 Amazon” was purposefully designed to mislead victims into believing a job opportunity existed  
17 with Amazon.

18           29. As another example, on or near December 5, 2018, First Impression placed  
19 another unsolicited call to a victim and left a prerecorded message stating:

20                      This is Sarah calling with amazonprofits.org. We need people in  
21                      your area to work with Amazon from home. Starting pay is \$27.50  
22                      per hour. Sign up at amazonprofits.org. That’s amazonprofits-dot-  
                      o-r-g.

23           30. Like the first example, Defendants did not actually have a position that offered  
24 hourly pay, and Defendants’ use of the phrase “work with Amazon” was intended to mislead  
25 victims into believing a job opportunity existed with Amazon.

26           31. On information and belief, First Impression also operated an automated  
27 recording that claimed to be the “Amazon Associate Hotline.” First Impression placed



1 unsolicited calls that did not leave a message.<sup>2</sup> When victims returned First Impression's call,  
2 they received a voicemail greeting that claimed to be the "Amazon Associate Hotline" and  
3 falsely advertised an opportunity to "partner with Amazon." The recording prompted victims  
4 to leave their name and phone number. First Impression returned victims' calls with an  
5 automated message that was substantially similar to the ones described above. Among other  
6 false statements, the recording claimed to be from a recruiter, provided a job description and  
7 pay range, and stated that a limited number of positions were available.<sup>3</sup>

8         32. The purpose of First Impression's prerecorded messages was to direct victims to  
9 websites controlled by Defendants where victims could purportedly register for fake job  
10 opportunities with Amazon. To do this, Defendants' voicemail directed the victim to a specific  
11 website domain.

12         33. Defendants used different domains in their voicemail messages, but there was a  
13 clear pattern in the registration, hosting, and URL structure of these domains. First Impression  
14 is known to have used at least the following ten domains in their scheme: amazoncash.org;  
15 amazonrecruiter.org; amazonishiring.org; amazonprofits.org; amazonwealth.org; amzjobs.org;  
16 hometying.org; retailpay.org; internetprofit.org; and internetcareer.org (collectively  
17 "Voicemail Domains"). All of these Voicemail Domains were registered between April 2018  
18 and October 2018 through domain registrar GoDaddy.com LLC, and were hosted at one time  
19 by zColo, a wholly owned subsidiary of Zayo Group Holdings, Inc. Three—amazoncash.org,  
20 amazonprofits.org, and amazonwealth.org—used network services from Cloudflare, Inc. The  
21 registrant of the Voicemail Domains used the anonymizing service Domains By Proxy, LLC to  
22 hide the registrant's identifying information from public view.

23  
24  
25  
26 <sup>2</sup> One of the phone numbers associated with this voicemail greeting, 208-577-6814, is administered by Vail  
Systems, Inc.

27 <sup>3</sup> One of the phone numbers associated with this automated message, 208-417-8844, is administered by  
Bandwidth, Inc.

1                   2.     **Stage 2: First Impression Referred Traffic to Cash Network Which**  
 2                   **Then Directed It to Oron**

3             34.     When a victim entered one of the Voicemail Domains into a browser believing it  
 4     to lead to an Amazon job opportunity, First Impression redirected the victim to domains  
 5     controlled by Cash Network. On information and belief, Cash Network paid First Impression  
 6     for the referred victims.

7             35.     Cash Network operates an online advertising network that helps advertisers  
 8     source traffic for their websites. As part of its business, Cash Network operates a “private . . .  
 9     referral only network” of affiliate marketers who are responsible for sourcing the traffic Cash  
 10    Network sells to advertisers. Cash Network claims that it accepts affiliates only on a referral  
 11    basis, and that an affiliate can only register through a “valid referral link.”

12            36.     On information and belief, First Impression is an affiliate marketer for Cash  
 13    Network and was one of the affiliates Cash Network invited to join its network.

14            37.     First Impression directed victims from the Voicemail Domains to either  
 15    citlis.com or jocisc.com.<sup>4</sup> Both of these domains redirected the victim through ansmitt.com,  
 16    which in turn redirected the user to ttxx1.com. Users do not typically see these four domains  
 17    (collectively “Redirect Domains”) because the browser would not render content returned from  
 18    these hosts; they are simply a means of directing traffic and collecting data.

19            38.     All four of these Redirect Domains used the generic top-level domain “.com,”  
 20    and were registered between December 2016 and November 2017 through domain registrar  
 21    NameCheap, Inc.

22            39.     Three of the Redirect Domains—citlis.com, jocisc.com, and ansmitt.com—used  
 23    network services provided by Cloudflare, Inc. One of the Redirect Domains—ttxx1.com—uses  
 24    services provided by CAKE (getcake.com), which is owned and operated by Accelerize, Inc.  
 25    and provides mobile advertising services.

26  
 27    <sup>4</sup> Over time, First Impression also sent victims to other domains controlled by Cash Network, including, for  
 example, weticil.com and utrome.com, which were similarly used to direct traffic.

1                   **3.     Stage 3: Roy Oron Purchased Traffic from Cash Network to**  
2                   **Advertise a Phony “Work at Home Opportunity with Amazon”**

3           40.     From ttxx1.com—the last of the Redirect Domains—Cash Network directed  
4           victims to a website controlled by Oron. On information and belief, Oron paid Cash Network  
5           for the referred victims.

6           41.     On information and belief, Oron resides in Israel. Oron is connected to a  
7           number of online marketing companies, including clickomy.com and clickleaders.com. Both  
8           websites for those companies are nearly identical, and both falsely claim that they have  
9           “partnered with” Amazon and use the Amazon Trademarks on their websites. Oron used the  
10          company name “CPA 37” when working with Cash Network to perpetrate the scheme alleged  
11          in this Complaint.

12          42.     After being referred through Cash Network’s Redirect Domains, victims arrived  
13          at Oron’s landing page (“Landing Page”). A true and correct screenshot of one version of this  
14          Landing Page is attached to this Complaint as Exhibit 1.

15          43.     Oron rendered the Landing Page on domains with the generic top-level domain  
16          “.pw.” For example, Oron has used at least the following six domains in the scheme:  
17          newspagetime.pw (created on September 2, 2018), newspagestimes.pw (created on September  
18          17, 2018), myupdatenewspages.pw (created on October 3, 2018), profitsnews.pw (created on  
19          October 15, 2018), myrealupdatenews.pw (created on October 18, 2018), and  
20          rpprofitsonnews.pw (created on November 28, 2018). These domains were registered through  
21          the registrar NameCheap, Inc.

22          44.     As described in further detail below, the Landing Page used the Amazon  
23          Trademarks, other indications of Amazon’s brand, and false or misleading statements relating  
24          to Amazon to deceive victims into believing that the Landing Page was affiliated with Amazon.

25          45.     The Landing Page worked in concert with the false statements made in First  
26          Impression’s voicemails, and First Impression’s use of Amazon’s brand in some of the Redirect  
27

Domains. Both the voicemails and the Landing Page falsely claimed to offer jobs with Amazon in an effort to deceive victims.

46. A screenshot of the first section of the Landing Page is below:



47. Among other tactics, the Landing Page prominently displayed—at the top of the website—an image of Amazon’s Chief Executive Officer, Jeff Bezos, standing in front of Amazon’s logo. The words “Work From Home” were intentionally added just below the Amazon Trademark.

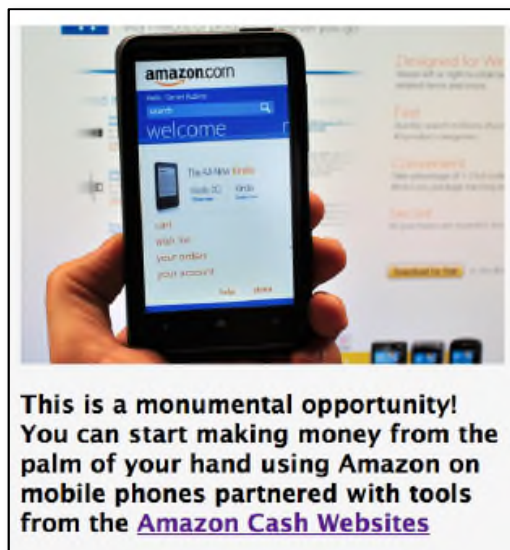
48. Above the infringing image, the Landing Page displayed the headline “NEW – Work at Home Opportunity with Amazon” followed by the victim’s location. The location was obtained from the victim’s IP address used to connect to the Landing Page. For example, if the victim used an IP Address from Tacoma, Washington, the headline read, “NEW – Work at Home Opportunity with Amazon in United States Tacoma.” The Landing Page used this tactic

1 to further deceive victims into believing a “Work at Home Opportunity with Amazon” existed  
2 in their area—just as First Impression’s voicemails suggested.

3 49. The top of the Landing Page oftentimes displayed a header that intentionally  
4 misled victims into believing Defendants’ Landing Page originated with or was affiliated with  
5 Amazon. While this header varied, it often contained the title “Amazon Cash Websites,” a  
6 screenshot of which is below:



10 50. The wording from the header was also repeated throughout the Landing Page.  
11 For example, the right side of the Landing Page contained an image of a mobile phone that  
12 displayed an Amazon.com webpage, including the Amazon Trademarks and other indications  
13 of Amazon’s brand from that page. Below the image was a deceptive message that  
14 incorporated the header, and in this example, read: “This is a monumental opportunity! You  
15 can start making money from the palm of your hand using Amazon on mobile phones partnered  
16 with tools from the Amazon Cash Websites.” (emphasis added). Below is a screenshot of this  
17 image and message:



51. Also on the right side of the Landing Page was an image of a person holding a handful of cash and the message: “Follow the steps below to **start working for Amazon** immediately!” (emphasis added). A screenshot of one version of this image is below:



52. Further down, the Landing Page displayed a second image of Amazon CEO Jeff Bezos next to one of the Amazon Trademarks, along with the heading “WE NEED YOUR HELP,” which was falsely attributed as a quote from Mr. Bezos. A screenshot of this quote and image is below:





53. The Landing Page also included additional statements intended to deceive victims into believing the website was advertising opportunities to work for Amazon. These statements included numerous references to a phony work-from-home “program with Amazon.” They also included discussions of Amazon’s financial performance and the ability for victims to “join” Amazon’s success through the offer on the Landing Page. Such statements included, for example, “Amazon market value soared above \$685 billion, making the Jeff Bezos-led giant worth more than Microsoft for the first time ever. . . . JOIN the success NOW, before it’s too late!”

54. At the bottom of the Landing Page—in tiny font—was a purported disclaimer that stated (among other things): “We are not affiliated in any way with Amazon . . . and all such trademarks on this website, whether registered or not, are the property of their respective owners.” This language demonstrates Oron’s knowledge of Amazon’s exclusive right to use the Amazon Trademarks, and admits that Oron lacked any right or authority to use them. This disclaimer also demonstrates that Oron’s design, display, and use of the Amazon Trademarks and other indications of Amazon’s brand on the Landing Page was intentional and willful.

55. Notwithstanding Oron’s ineffective disclaimer, the rest of the Landing Page was expressly designed and intended to give victims the false impression that it originated with, was affiliated with, or was sponsored by Amazon. It was also intentionally designed to deceive victims into believing that purchasing Oron’s services would lead consumers to employment with Amazon.

**4. Stage 4: Roy Oron Used the Landing Page to Deceive Victims into Purchasing Unnecessary Services**

56. The purpose of the Landing Page—and Oron’s use of Amazon’s brand—was to entice victims to click on the Landing Page’s links and ultimately purchase Oron’s services.

57. By linking from the Landing Page—which heavily used the Amazon Trademarks and other indications of Amazon’s brand—Oron attempted to deceive users into

believing that his services were connected with Amazon. First Impression's use of Amazon's brand in the original voicemail messages to source victims only furthered this deception.

58. The Landing Page marketed the available services as "a small enrollment fee" that "covers the processing costs and also separates the people who are *serious* about working with this huge network through this program." The Landing Page further stated, "If you're lucky enough to receive a kit, this will simply add as much as \$14,000 to your monthly income while working as much or as little as you want."

59. When a victim clicked on any hyperlink on the Landing Page, the victim was taken to another webpage controlled by Oron that displayed the headline "Want to make \$500 a Day?" The page directed the victim to enter his or her name and contact information. A screenshot of a version of the page is below:

The screenshot shows a landing page with a dark blue header. The main heading is "Want to make \$500 a Day?" in white and yellow text. Below it, a sub-header says "Watch The Video Below". A video player interface is shown with a "Start NOW" button, a "Watch later" icon, and a "Share" icon. The video content area displays a large pile of US dollar bills with the text "You will receive access to the \$500." overlaid. Below the video player, there is a section titled "Enter Your Name And Email Below And Click The 'Get Started Now' Button To Continue...". This section contains three input fields: "Name", "Email", and "Mobile Phone". At the bottom of this section, there is a checkbox labeled "I'm not a robot" and a reCAPTCHA logo with links for "Privacy" and "Terms".



60. This “Make \$500 a Day” webpage was rendered on domains such as systemmswps.pw and systemmswv2.pw. Both of these domains were created on September 2, 2018, and registered through the domain registrar NameCheap, Inc.

61. Upon entering a name, email address, and phone number, the website rendered a video titled “Do You Want To Make \$500 a Day?” which claimed, among other things, that victims could “immediately” “earn approximately \$500 per day.” This video is hosted by YouTube, and was uploaded by a user named “null null” on April 9, 2018. As of February 28, 2019, this video had been viewed 34,687 times.

62. Oron’s “Make \$500 a Day” webpage linked to Oron’s “Terms of Service,” which provided: “If you have any questions about the Agreement or about the practices of Markenark please feel free to contact us at <https://support.easykits.org>.” The domain easykits.org was created on March 18, 2012 and registered through domain registrar GoDaddy.com LLC.

63. Upon the conclusion of the video titled “Do You Want To Make \$500 a Day?” an image directed users to purchase Oron’s services. This image used high-pressure sales tactics, including offering a purported “discount” and stating the service was in “high demand.” A screenshot of this image is below:



64. When the victim clicked on this image, the victim was directed to a webpage where the victim was required to provide personal payment information. This website was also controlled by Oron. A screenshot of the payment page is below:

65. Oron rendered this payment page on the domain secureforms.org. This domain was created on April 17, 2016, and was registered through the registrar Mesh Digital Ltd., which is owned by GoDaddy.com LLC. The registrant for secureforms.org used the anonymizing service Identity Protection Service to hide the registrant's identifying information from public view.

1           66. An investigator for Amazon test purchased Oron's services through  
2 secureforms.org. Amazon's investigator used a credit card issued by JPMorgan Chase, and the  
3 merchant for Amazon's test purchase is listed as "karenavidtut 8666982569." The domain  
4 karenavidtut.com was created on May 7, 2018, and was registered through the registrar  
5 NameCheap, Inc. The domain karenavidtut.com was hosted by an account connected to Oron.  
6 The phone number contained in the merchant account description, 866-698-2569, is  
7 administered by ATL Communications, Inc.

8           67. After clicking "Submit My Secure Order" on the payment page, the victim was  
9 redirected to a webpage that promised additional secrets for a payment of \$297. Oron rendered  
10 this webpage using the domain mswup.com. The domain mswup.com was created on July 18,  
11 2018, and registered through domain registrar NameCheap, Inc.

12           68. After Amazon test purchased Oron's services, the investigator received an email  
13 from support@easykits.org using a service offered by SendGrid, Inc. The email purports to be  
14 from "Money Making Website," and provides a "customer support" phone number of 1-888-  
15 793-3429. The email is signed "systemsmsw.com," which is a domain that was hosted by an  
16 account connected to Oron. The domain systemsmsw.com was created on August 9, 2018, and  
17 registered through NameCheap, Inc. The phone number 888-793-3429 is administered by  
18 Bandwidth, Inc.

19           69. Despite Oron's extensive use of the Amazon Trademarks and false or  
20 misleading statements about Defendants' connection to Amazon, Defendants' services do not  
21 originate with, are not sponsored or approved by, and are not otherwise affiliated with,  
22 Amazon. Defendants are not offering any legitimate opportunities to "work for" or "work  
23 with" Amazon—as they repeatedly claimed. Instead, Defendants are illegally using Amazon's  
24 brand to deceive victims into purchasing Defendants' own services, thereby collecting money  
25 and personal information under false pretenses.  
26  
27

**V. CAUSES OF ACTION**

**FIRST CAUSE OF ACTION**

**(AGAINST ROY ORON)**

**Trademark Infringement (15 U.S.C. § 1114)**

70. Amazon incorporates by reference the factual allegations contained in Sections I–IV as though set forth herein.

71. Defendant’s activities infringe the Amazon Trademarks.

72. Amazon advertises, markets, and distributes its products and services using the Amazon Trademarks, and uses these trademarks to distinguish its products and services from the products and services of others in the same or related fields.

73. Because of Amazon’s long, continuous, and exclusive use of the Amazon Trademarks, they have come to mean, and are understood by customers, users, and the public to signify, products and services from Amazon.

74. Defendant’s Landing Page uses the Amazon Trademarks in commerce in a manner that is intended to cause confusion, mistake, or deception as to source, origin, or authenticity of Defendant’s website.

75. Further, Defendant’s activities are likely to lead the public to conclude, incorrectly, that Defendant’s websites and product offerings originate with or are authorized by Amazon, thereby harming Amazon and innocent victims.

76. At a minimum, Defendant acted with willful blindness to, or in reckless disregard of, his authority to use the Amazon Trademarks and the confusion that the use of those trademarks had on consumers as to the source, sponsorship, affiliation, or approval by Amazon of Defendant’s websites and products.

77. Defendant is subject to liability for the wrongful conduct alleged herein, both directly and under various principles of secondary liability, including without limitation, respondeat superior, vicarious liability, and/or contributory infringement.

78. As a result of Defendant’s wrongful conduct, Amazon is entitled to recover its

1 actual damages, Defendant's profits attributable to the infringement, and treble damages and  
 2 attorney fees pursuant to 15 U.S.C. § 1117(a)–(b). The amount of money due from Defendant  
 3 to Amazon is unknown to Amazon and cannot be ascertained without a detailed accounting by  
 4 Defendant. Alternatively, Amazon is entitled to statutory damages under 15 U.S.C. § 1117(c).

5 79. Amazon is further entitled to injunctive relief, as set forth in the Prayer for  
 6 Relief below. Amazon has no adequate remedy at law for Defendant's wrongful conduct  
 7 because, among other things: (a) the Amazon Trademarks are unique and valuable property; (b)  
 8 in addition to the significant harm that Defendants have caused to innocent jobseekers,  
 9 Defendant's infringement constitutes harm to Amazon's reputation and goodwill such that  
 10 Amazon could not be made whole by any monetary award; (c) if Defendant's wrongful conduct  
 11 is allowed to continue, the public is likely to become further confused, mistaken, or deceived as  
 12 to the source, origin, or authenticity of the infringing websites; and (d) Defendant's wrongful  
 13 conduct, and the resulting harm to Amazon, is continuing.

## 14 **SECOND CAUSE OF ACTION**

### 15 **(AGAINST ROY ORON)**

#### 16 **False Designation of Origin and False Advertising (15 U.S.C. § 1125(a))**

17 80. Amazon incorporates by reference the factual allegations contained in Sections  
 18 I–IV as though set forth herein.

19 81. Amazon advertises, markets, and distributes its products and services using the  
 20 Amazon Trademarks, and it uses these trademarks to distinguish its products and services from  
 21 the products and services of others in the same or related fields.

22 82. Because of Amazon's long, continuous, and exclusive use of the Amazon  
 23 Trademarks, they have come to mean, and are understood by customers, end users, and the  
 24 public to signify products and services from Amazon.

25 83. Amazon has also designed distinctive and aesthetically pleasing displays, logos,  
 26 icons, and graphic images (collectively, "Amazon designs") for its websites.  
 27

1           84. Defendant's wrongful conduct includes the use of Amazon's trademarks, name,  
2 and/or imitation designs (specifically displays, logos, icons, and/or graphic designs virtually  
3 indistinguishable from the Amazon designs) in connection with Defendant's commercial  
4 advertising or promotion.

5           85. Defendant has used, and continues to use, Amazon's trademarks, name, and/or  
6 imitation designs to deceive people visiting his webpages. On information and belief,  
7 Defendant's wrongful conduct misleads and confuses those people as to the origin and  
8 authenticity of the goods and services advertised, marketed, offered, or distributed in  
9 connection with Amazon's trademarks, name, and imitation visual designs, and wrongfully  
10 trades upon Amazon's goodwill and business reputation. Defendant's conduct constitutes (a)  
11 false designation of origin, (b) false or misleading description, and (c) false advertising, all in  
12 violation of 15 U.S.C. § 1125(a).

13           86. Defendant's acts constitute willful false statements in connection with goods  
14 and/or services distributed in interstate commerce, in violation of § 43(a) of the Lanham Act,  
15 15 U.S.C. § 1125(a).

16           87. Defendant is subject to liability for the wrongful conduct alleged herein, both  
17 directly and under various principles of secondary liability, including without limitation,  
18 respondeat superior, vicarious liability, and/or contributory infringement.

19           88. Amazon is further entitled to injunctive relief, as set forth in the Prayer for  
20 Relief below. In addition to the significant harm that Defendants have caused to innocent  
21 jobseekers, Defendant's acts have caused irreparable injury to Amazon. The injury to Amazon  
22 is, and continues to be, ongoing and irreparable. An award of monetary damages cannot fully  
23 compensate Amazon for its injuries, and Amazon lacks an adequate remedy at law.

24           89. As a result of Defendant's wrongful conduct, Amazon is entitled to recover its  
25 actual damages, Defendant's profits, and treble damages and attorney fees pursuant to 15  
26  
27

1 U.S.C. § 1117(a)–(b). The amount of money due from Defendant to Amazon is unknown to  
2 Amazon and cannot be ascertained without a detailed accounting by Defendant.

3 **THIRD CAUSE OF ACTION**

4 **(AGAINST ROY ORON)**

5 **Trademark Dilution (15 U.S.C. § 1125(c))**

6 90. Amazon incorporates by reference the factual allegations contained in Sections  
7 I–IV as though set forth herein.

8 91. Amazon has exclusively and continuously promoted and used the Amazon  
9 Trademarks. As one of the world’s most well-known technology companies, the Amazon  
10 Trademarks have become famous, distinctive, and well-known symbols of Amazon—well  
11 before the Defendant began using the Amazon Trademarks in association with his goods or  
12 services unaffiliated with Amazon through the Defendant’s illegal use and infringement of the  
13 Amazon Trademarks.

14 92. The actions of the Defendant including, but not limited to, his unauthorized use  
15 of the described Amazon Trademarks in commerce to deceive users into believing Defendant’s  
16 websites are affiliated with Amazon are likely to cause dilution of the Amazon Trademarks by  
17 blurring and tarnishment in violation of 15 U.S.C. § 1125(c).

18 93. As a result of Defendant’s willful conduct, Amazon is entitled to recover its  
19 actual damages, Defendant’s profits, and treble damages and attorney fees pursuant to 15  
20 U.S.C. § 1117(a).

21 94. Amazon is further entitled to injunctive relief, as set forth in the Prayer for  
22 Relief below. In addition to the significant harm that Defendants have caused to innocent  
23 jobseekers, Defendant’s acts have caused irreparable injury to Amazon. The injury to Amazon  
24 is and continues to be ongoing and irreparable. An award of monetary damages cannot fully  
25 compensate Amazon for its injuries, and Amazon lacks an adequate remedy at law.  
26  
27



**FOURTH CAUSE OF ACTION**

**(AGAINST FIRST IMPRESSION, JEFFREY GILES, AND DALE BROWN)**

**False Advertising (15 U.S.C. § 1125(a))**

95. Amazon incorporates by reference the factual allegations contained in Sections I–IV as though set forth herein.

96. Amazon advertises, markets, and distributes its products and services using the Amazon Trademarks, and it uses these trademarks to distinguish its products and services from the products and services of others in the same or related fields.

97. Because of Amazon’s long, continuous, and exclusive use of the Amazon Trademarks, they have come to mean, and are understood by customers, end users, and the public to signify, products and services from Amazon.

98. Amazon has also designed distinctive and aesthetically pleasing displays, logos, icons, and graphic images (collectively, “Amazon designs”) for its websites.

99. Defendants’ wrongful conduct includes the use of Amazon’s name in connection with Defendants’ commercial advertising or promotion.

100. Defendants have used, and continue to use, Amazon’s name to deceive customers. On information and belief, Defendants’ wrongful conduct misleads and confuses the public as to the origin and authenticity of Defendants’ services and wrongfully trades upon Amazon’s goodwill and business reputation. Defendants’ conduct constitutes false advertising, in violation of 15 U.S.C. § 1125(a).

101. Defendants’ acts constitute willful false statements in connection with goods and/or services distributed in interstate commerce, in violation of § 43(a) of the Lanham Act, 15 U.S.C. § 1125(a).

102. Defendants are subject to liability for the wrongful conduct alleged herein, both directly and under various principles of secondary liability, including without limitation, respondeat superior, vicarious liability, and/or contributory infringement.

103. Amazon is further entitled to injunctive relief, as set forth in the Prayer for



Relief below. In addition to the significant harm that Defendants have caused to innocent jobseekers, Defendants' acts have caused irreparable injury to Amazon. The injury to Amazon is and continues to be ongoing and irreparable. An award of monetary damages cannot fully compensate Amazon for its injuries, and Amazon lacks an adequate remedy at law.

104. As a result of Defendants' wrongful conduct, Amazon is entitled to recover its actual damages, Defendants' profits, and treble damages and attorney fees pursuant to 15 U.S.C. § 1117(a)–(b). The amount of money due from Defendants to Amazon is unknown to Amazon and cannot be ascertained without a detailed accounting by Defendants.

### **FIFTH CAUSE OF ACTION**

**(AGAINST FIRST IMPRESSION, JEFFREY GILES, AND DALE BROWN)**

#### **Cybersquatting (15 U.S.C. § 1125(d))**

105. Amazon incorporates by reference the factual allegations contained in Sections I–IV as though set forth herein.

106. Amazon has exclusively and continuously promoted and used the Amazon Trademarks. As one of the world's most well-known technology companies, the Amazon Trademarks have become famous, distinctive, and well-known symbols of Amazon—well before any of the Defendants registered the domains amazoncash.org, amazonrecruiter.org, amazonishiring.org, amazonprofits.org, amazonwealth.org, and amzjobs.org.

107. Defendants registered and used the domains amazoncash.org, amazonrecruiter.org, amazonishiring.org, amazonprofits.org, amazonwealth.org, and amzjobs.org with a bad faith intent to profit from the Amazon Trademarks based on a number of factors, including the fact that the domains are used in furtherance of a scheme to defraud consumers by deceiving them into believing Defendants' domains are affiliated with Amazon.

108. The domains amazoncash.org, amazonrecruiter.org, amazonishiring.org, amazonprofits.org, amazonwealth.org, and amzjobs.org are confusingly similar to or dilutive of the Amazon Trademarks.

109. Amazon is entitled to actual damages under 15 U.S.C. § 1117(a), or in the alternative, statutory damages under 15 U.S.C. § 1125(d)(1).

110. Amazon is entitled to have ownership of the domains amazoncash.org, amazonrecruiter.org, amazonishiring.org, amazonprofits.org, amazonwealth.org, and amzjobs.org transferred to them, or in the alternative to have those domains forfeited or cancelled.

111. Amazon is further entitled to injunctive relief, as set forth in the Prayer for Relief below. In addition to the significant harm that Defendants have caused to innocent jobseekers, Defendants' acts have caused irreparable injury to Amazon. The injury to Amazon is and continues to be ongoing and irreparable. An award of monetary damages cannot fully compensate Amazon for its injuries, and Amazon lacks an adequate remedy at law.

## VI. PRAYER FOR RELIEF

WHEREFORE, Amazon respectfully prays for the following relief:

A. That the Court enter judgment in favor of Amazon on all claims;

B. That the Court issue an order permanently enjoining Defendants, their officers, agents, representatives, employees, successors and assigns, and all others in active concert or participation with them, from:

- (i) Using the Amazon Trademarks in connection with any employment opportunity, membership program, or sale of goods or services;
- (ii) Registering domains that include, are confusingly similar to, or dilutive of, the Amazon Trademarks;
- (iii) Using any other indication of Amazon's brand in connection with any employment opportunity, membership program, or sale of goods or services;

(iv) Making any statement of an affiliation or connection to Amazon in connection with any employment opportunity, membership program, or sale of goods or services; or

(v) Assisting, aiding, or abetting any other person or business entity in engaging or performing any of the activities referred to in the subparagraphs above;

C. That the Court enter an order requiring Defendants to provide Amazon a full and complete accounting of all gross and net proceeds earned from innocent jobseekers, including an identification of those victims;

D. That Defendants' profits earned from innocent jobseekers, as alleged in this Complaint, be disgorged pursuant to 15 U.S.C. § 1117(a);

E. That Defendants be required to pay all actual damages which Amazon has sustained, or will sustain, as a consequence of Defendants' unlawful acts, and that such damages be trebled as provided for by 15 U.S.C. § 1117(a)–(b), or otherwise allowed by law;

F. That, instead of actual damages, Defendants be required to pay the maximum amount of statutory damages for their infringement of the Amazon Trademarks pursuant to 15 U.S.C. § 1117(c);

G. As this is an exceptional case, that Defendants be required to pay the costs of this action and the reasonable attorneys' fees incurred in prosecuting this action, as provided for by 15 U.S.C. § 1117, or otherwise by law; and

H. That the Court grant Amazon such other, further, and additional relief as the Court deems just and equitable.

1  
2 DATED this 10th day of April, 2019.

3 DAVIS WRIGHT TREMAINE LLP  
4 Attorneys for Amazon.com, Inc.

5 By s/ Bonnie E. MacNaughton  
6 Bonnie E. MacNaughton, WSBA #36110

7 s/ James H. Wendell  
8 James H. Wendell, WSBA #46489

9 s/ Sara A. Fairchild  
10 Sara A. Fairchild, WSBA #54419

11 920 Fifth Avenue, Suite 3300  
12 Seattle, WA 98104  
13 Phone: (206) 622-3150  
14 Fax: (206) 757-7700  
15 Email: bonniemacnaughton@dwt.com  
16 jamiewendell@dwt.com  
17 sarafairchild@dwt.com  
18  
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# **Exhibit 1**




Cash Website Success

<https://newspagestimes.pw/trendmswps?a=767&s1=10516&s2=121659004&reqid=844075468>

consistent profits every quarter, **even during the global recession**. They are expanding rapidly! This allows finding talents that would otherwise be unreachable and pay them based on results on a long term basis.

Why? Because Amazon is rapidly expanding their presence around the world and this brings a once in a life time opportunity and opening up **thousands of new work at home opportunities** for motivated people interested in working on their computers or smartphones from the comfort of their own home.

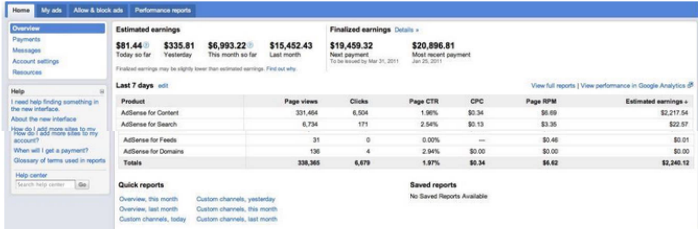
**Sounds too good to be true?** That's what local, Chris J. Peters initially thought too. Chris is a 37 year old father who lost his job earlier in Sep 2015. He was lucky enough to be invited to **beta test** of this program in November.



**AMAZON Work at Home Opportunity** Karen and Chris Peters, parents of two were initially skeptical of this work at home opportunity but it turned to be "the best decision they've ever made"

Chris admits "At first, I thought this was a joke. **Making money from the internet** is only a dream. But I decided to try it anyways, since it was **free to sign up**. I received my welcome package and couldn't believe how simple it was!"

**Courtesy of Chris J. Peters:**



**Estimated earnings**

	\$81.44	\$335.81	\$6,993.22	\$15,452.43
Today so far	Yesterday	This month so far	Last month	

**Finalized earnings**

	\$19,459.32	\$20,896.81
Next payment	Most recent payment	

**Last 7 days**

	Page views	Clicks	Page CTR	CPC	Page RPM	Estimated earnings
Product	391,484	6,354	1.62%	\$2.34	\$0.49	\$2,217.54
Affiliate for Search	6,734	171	2.54%	\$0.13	\$3.35	\$22.97
Affiliate for Feeds	31	0	0.00%	---	\$0.46	\$0.01
Affiliate for Domains	136	4	2.94%	\$0.00	\$0.00	\$0.00
<b>Totals</b>	<b>398,385</b>	<b>6,679</b>	<b>1.67%</b>	<b>\$0.34</b>	<b>\$6.42</b>	<b>\$2,240.52</b>

**Quick reports**

- Overview, this month
- Overview, last month
- Custom channels, yesterday
- Custom channels, this month
- Custom channels, today
- Custom channels, last month

**Saved reports**

No Saved Reports Available

**"I get paid a great deal of money working from home...and I get paid every Tuesday morning... I make around \$14,000 a month right now. I receive the cash directly in my bank account by direct deposit but they offered check or Paypal too"**

**What exactly was Chris paid to do?** He says, "They gave me my own website that makes me money 24/7. I got to choose my weekly hours and work a schedule that fits my lifestyle as a father. I feel blessed I get to spend more time with my son, my parents, and of course my beautiful wife. Giving this a try was the best decision I have ever made. My parents are so proud of me!"

**The good news:** as of 2018/10/15 "Cash Website Success" has officially released their new **work from home kit** to all residents. There will be about **150 spots** available that are expected to be filled quickly in the next few days (the opportunity is **only available** in United States Tacoma, until 2018/10/15).

**What you need:** **Only a computer, smartphone, or tablet with internet access.** You don't need any special skills other than knowing how to use a computer and browsing the internet. Another perk of this program is you get to choose your own hours. You can work completely on your own schedule - whether that's 5 hours a week or 50 hours a week. **Absolutely no selling or telemarketing involved!**

**How do you get started?**

@Amazon Sites & @Amazon

THANKS! Just received my check. #makemoneyfromhome

610 514

@Love2bLoved

Posted: 7 minutes ago @Amazon Sites Can I run Amazon campaigns? How can I get in on THAT? #showmethemoney

17 64

@WoodyWilson

Posted: 9 minutes ago @Amazon Sites Are checks still going out on March 8? #broke

12 31

@FacePunchDrunk

Posted: 13 minutes ago @Amazon Sites Anything available in Cincinnati, OH yet? #fingerscrossed


2 3

@happysuccessful

Posted: 14 minutes ago @Amazon Sites & @Amazon Guess who just shared 13 links? #thisgirl #payme LOL :)


View on Twitter

**"WE NEED YOUR HELP" - Jeff Bezos**



**In a recent press release from Amazon CEO:**

Amazon has a total of 562,382,292 products as on Jan 10th, 2018 - 98% of the sales comes from affiliates! YES you can join the work from home opportunity with AMAZON right now!



This is a monumental opportunity! You can start making money from the palm of your hand using Amazon on mobile phones partnered with tools from the **Cash Website Success**



Cash Website Success

← → ↺ ⌂

🔒 https://newspagestimes.pw/trendmswps?a=767&s1=10516&s2=121659004&reqid=844075466

2018/10/15:

## What you need: Only a computer, smartphone, or tablet with internet access.

You don't need any special skills other than knowing how to use a computer and browsing the internet. Another perk of this program is you get to choose your own hours. You can work completely on your own schedule – whether that's 5 hours a week or 50 hours a week. **Absolutely no selling or telemarketing involved!**

## How do you get started?

It's very simple:

First, you will need to apply for "Cash Website Success" work from home package. Why? Because "Cash Website Success" decided to invest in United States Tacoma and hire more people from this area and thus help the economy grow and recover faster. They have released a limited amount of kits, all distributed through local websites in your area, you only need to pay a small enrollment fee.

This small fee covers the processing costs and also separates the people who are serious about working with this huge network through this program.

"Anybody with basic computer skills will be able to perform these tasks" the company remarks, "We understand the psychology of working from home and we want to give our employees tasks that are simple and easy. Then, reward them generously in order to keep them motivated."

**Is this worth quitting your job? If you're lucky enough to receive a kit, this will simply add as much as \$14,000 to your monthly income while working as much or as little as you want.**

"Cash Website Success" work from home program only requires 1–2 hours a day of work to start, so you see just how simple it can be to earn money from home. This way our work from home employees will see the benefit and start devoting more and more time each day and their income will increase accordingly."

Although these positions are being filled quickly since the accouchements, quite a few openings still remain at the time of this writing.

## How to Join

To join this one time opportunity working from home with Amazon here are the three steps:

**Step 1:** Visit the [Cash Website Success Application Page](#) and fill out the short form to see if you qualify.

**To guarantee your place in this opportunity you must check availability**

- ✓ No Experience Needed
- ✓ Instant Account Setup and Activation
- ✓ Start Working TODAY!
- ✓ Unlimited Customer Support!
- ✓ Work ONLY 2-5 Hours a Day!

**CHECK AVAILABILITY HERE!**

If I gave you a way to earn \$500 per day by pressing a button...

Enter Your Name And Email Below And Click The "Get Started Now" Button To Continue...

Name \_\_\_\_\_  
Email \_\_\_\_\_  
Mobile Phone \_\_\_\_\_  
☐ Newsletter

**Get Started Now!**

Safe and Secure

**Step 2:** If you are lucky enough to qualify you can get the package for a small enrollment fee. You'll receive immediately access to the program and choose your preferred method to get paid.

**Step 3:** Complete your online tasks and get paid by check, Paypal or direct deposit very week!

**Associated Links:**

[Cash Website Success](#)

## UPDATED 2018/10/15: BREAKING NEWS!

### Instant Qualification for People who Speak English

**Facebook**  
We have 75 articles for you to share today. Please check your Explosive Partner account for specific details.  
1 hour ago Like · Comment

Mark Zuckerberg likes this.

Elma K. Jennings What's today's payout per article?  
6 hours ago Like

Facebook Elma, today's payout per article is \$96.  
6 hours ago Like

Elma K. Jennings Nice! It looks like it's going to be another GREAT DAY! Thx :)  
6 hours ago Like

Facebook Indeed it is :)

We have made the executive decision to allow all

**LATEST MENTIONS ON TWITTER**

@Rosario\_Mario  
Posted: 5 minutes ago  
@Amazon Sites & @Amazon THANKS! Just received my check. #makemoneyfromhome  
610 516

@Love2blowed  
Posted: 7 minutes ago  
@Amazon Sites Can I run Amazon campaigns? How can I get in on THAT?! #showmethemoney  
17 64

@WoodyWilson  
Posted: 9 minutes ago  
@Amazon Sites Are checks still going out on March 8? #broke  
12 31

@FacePunchDrunk  
Posted: 13 minutes ago  
@Amazon Sites Anything available in Cincinnati, OH yet? #fingerscrossed  
12 31

@happysuccessful  
Posted: 14 minutes ago  
@Amazon Sites & @Amazon Guess who just shared 13 links!?! #thisgirl #payme LOL :)  
2 3

[View on Twitter](#)



Cash Website Success

https://newspagestimes.pw/trendmswps?a=767&s1=10516&s2=121659004&reqid=844075468

English speaking applicants into the program upon request. This is effective immediately, however, this acceptance will expire on . If you want to be involved in this monumental opportunity, you must act now, because we will no longer be offering this opportunity publicly.

Please contact [Cash Website Success](#) to take advantage of this offer as soon as possible. Their customer service department is standing by.

[Click Here to get started!](#)

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